

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VENTURE GROUP ENTERPRISES, INC.,

Plaintiff,

v.

VONAGE BUSINESS INC. F/K/A VONAGE
BUSINESS LTD.,

Defendant.

No. 20-cv-04095-RA-OTW

**STIPULATION AND [PROPOSED] ADDENDUM
TO PROTECTIVE ORDER**

WHEREAS Venture Group Enterprises, Inc. (“Venture”) intends to produce to Vonage Business Inc. f/k/a Vonage Business Ltd. (“Vonage”) a document listing subagents (the “List”);

WHEREAS Venture compiled the List for this litigation and holds a proprietary interest in the List and the identities of the entities Venture relies upon as part of its network, and disclosure of the List beyond the disclosure described herein would result in significant harm to the business and its competitive position;

The parties jointly stipulate and propose the following:

1. **Scope.** This Addendum is in addition to the protections, and addresses certain matters not specifically, provided for in the Protective Order (Dkt. 51). The Addendum provides for the HIGHLY CONFIDENTIAL designation of the List. That HIGHLY CONFIDENTIAL designation includes all of the protections provided for in the Protective Order for materials designated as CONFIDENTIAL in addition to those further protections provided in this Addendum.

2. **Designation.** The List is designated and protected under this Addendum, and the Protective Order, as “HIGHLY CONFIDENTIAL.” This designation shall be affixed to the document and on all copies in a manner that will not interfere with the legibility of the document.

“Copies” includes electronic images, duplicates, extracts, summaries, or descriptions containing the information in the List. Applying the “HIGHLY CONFIDENTIAL” marking to the List does not mean the document has any status or protection by statute or otherwise except for the purposes of this Addendum and the Protective Order.

3. Protection.

- (a) **General Protections.** The List shall only be disclosed to Vonage’s attorneys of record in this action (“Outside Counsel”) and Outside Counsel. Vonage itself shall not receive the List except as set forth in this Addendum. The List shall not be used or disclosed by Outside Counsel, or any other persons identified in subparagraph (b) for any purpose whatsoever other than in this litigation, including any appeal.
- (b) **Limited Third-Party Disclosures.** Vonage’s Outside Counsel shall not disclose or permit the disclosure of the List to any third person or entity except as set forth below. Other persons only by written consent of Venture or upon order of the Court and on such conditions as may be agreed or ordered. Subject to these requirements, the List may be disclosed to the following categories of persons:
- (1) Vonage’s Outside Counsel and their employees;
 - (2) Vonage’s inside counsel responsible for this litigation;
 - (3) The following Vonage employees but only after they completed the certification contained in Exhibit A:
 - i. Jared Morling
 - ii. Bill Lonergan

iii. Emily Haniff

iv. John Reid

v. Atul Sood

- (4) The Court and Court personnel, including any Special Master appointed by the Court;
- (5) Court reporters, recorders, and videographers engaged for depositions;
- (6) Independent providers of document reproduction, electronic discovery, or other litigation services retained or employed specifically in connection with this litigation;
- (7) Consultants or experts employed by Vonage or Vonage's counsel to assist in the preparation and trial of this action but only after the consultant or expert completed the certification contained in Exhibit A;
- (8) Any mediator appointed by the Court or jointly selected by the parties; and
- (9) Other persons only by written consent of Venture or upon order of the Court and on such conditions as may be agreed or ordered.

4. **Control of the List.** Vonage must take reasonable efforts to prevent unauthorized or inadvertent disclosure of the List. Vonage's Outside Counsel shall maintain copies of all Exhibit As executed pursuant to paragraph 3(b)(3) and 3(b)(7) above.

5. **Jurisdiction.** The Court has jurisdiction to enforce the provisions of this Addendum. The Addendum will terminate on the final disposition of this case and under the

circumstances set forth in the Protective Order. But a party may file a motion to seek leave to reopen the case to enforce the provisions of this Addendum.

6. **Destruction.** As to documents subject to this Addendum, Vonage shall provide a certification of its compliance with the document destruction provisions of paragraph 10 of the Protective Order within 60 days of the conclusion of litigation.

Dated: December 14, 2020

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Attorneys for Defendant
Vonage Business Inc.

SO ORDERED.

Dated: 12/18, 2020
New York, New York



Ona T. Wang
United States Magistrate Judge

EXHIBIT A

Declaration of Non-Disclosure

I, _____, hereby declare and state:

1. I reside at in the City/County of _____, and State of _____.
 2. I have read the annexed Protective Order and Addendum to Protective Order in the action entitled *Venture Group Enterprises, Inc. v. Vonage Business Inc. f/k/a Vonage Business Ltd.*, No. 1:20-cv-04095-RA-OTW, which is pending in the United States District Court for the Southern District of New York.
 3. I am fully familiar with and agree to comply with and be bound by the provisions of the Protective Order and Addendum to Protective Order and consent to the jurisdiction of the United States District Court for the Southern District of New York.
 4. I will not divulge to persons other than those specifically authorized by the Protective Order and Addendum to Protective Order, and will not copy or use, except solely for the purpose of this litigation, any information designated as "HIGHLY CONFIDENTIAL."
- I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this _____ day of _____, 20____ at _____.
